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AGREEMENT

BETWEEN

HOLLAND TOWNSHIP PARAPROFESSIONAL ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION (Employer)

July 1, 1988

X
TO

JUNE 30, 1990

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PREAMBLE

This Agreement entered into by and between the Board of Education, Township of Holland, New Jersey, hereinafter called the "Board," and the Paraprofessional Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Holland Township School District is their primary aim and that the character of such education depends in part upon,

WHEREAS, the paraprofessionals play a vital part in the successful operation of the school program, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all of their respective personnel employed by the Board.

B. DEFINITION OF EMPLOYEE

Custodians
Full-time Cafeteria Workers

Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees in the negotiating unit represented by the Association as above defined and references to male employees shall include female employees.

B. Purpose

Any individual member of the Association shall have the right to appeal any violation, interpretation or application of this Agreement, policy, and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Holland Township Paraprofessional Association or another person of his own choosing currently employed by the Holland Township Board of Education to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. Procedure

1. Any grievant or his representative(s) shall, within seven (7) school days after the occurrence discuss the grievance first with his/her supervisor and then the Business Administrator in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed ten (10) calendar days.

2. If, as a result of the discussion held at Step one (1), the matter is not resolved to the satisfaction of, the grievant, within five (5) school days he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and sections of the Agreement or Policies allegedly violated shall also be stated in writing along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

Within two (2) days of the receipt of the letter a meeting will be held at a mutually agreed-upon time between the grievant and/or his official representative(s) and the administration in an attempt to settle the grievance.

The Superintendent shall communicate his decision with reasons, in writing, within three (3) school days after the completion of the meeting. When a grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) calendar days.

3. If the grievance is not resolved to the grievant's satisfaction he may request within fifteen (15) school days, a review by the Board. The request shall be submitted in writing

3. Within the grievance procedure nowhere shall it be interpreted that the Board of Administration has relinquished legal prerogatives.

4. The grievant does not have the right to refuse a directive from his/her supervisor or the Administration on the grounds that he has instituted a grievance.

5. In the case of a grievance filed by two or more employees, participation in the arbitration proceedings will be limited to one employee acting as a party in interest, plus his representative.

6. Every effort will be made to hold the arbitration hearings in the school building at a time set by the arbitrator, preferable after school hours.

ARTICLE IV

WORK YEAR

1. The work year for all custodians will be twelve (12) months, starting July 1.

2. The work year for the cafeteria workers will be not more than ten (10) months.

ARTICLE V

DAILY WORK HOURS

1. The work day for custodians shall consist of eight and one-half (8.5) hours, including a 30-minute unpaid lunch period.

2. The work day for all cafeteria employees shall consist of six and one-half (6.5) hours, including a 30-minute unpaid lunch period.

ARTICLE VI

OVERTIME

1. For work performed over forty (40) hours per week the employee shall receive one and one-half (1.5) times his/her rate of pay. For all work performed on Sundays the employee shall receive two (2) times his/her rate of pay.

2. For holiday work on the holidays listed in Article VIII the employee shall receive two (2) times their rate of pay for the number of hours worked in addition to their other holiday pay.

3. An employee called in to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of two (2) hours work.

ARTICLE IX

SICK LEAVE

1. Personal Illness--(a) All members covered under this contract who are steadily employed by the Board shall be allowed ten (10) full days of sick leave with full pay. All 12-month employees shall be allowed twelve (12) full days of sick leave with full pay. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as needed in subsequent years. (b) By October 1st of each year, all employees shall receive written notification of their total number of days of accumulated sick leave. (c) Up to three (3) days of an employee's annual sick leave entitlement may be used for sickness in the employee's immediate household.

2. Retirement Benefit Program--(a) All full-time employees who have accumulated a minimum of fifty (50) unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by Title 18A:66-1 et seq., "Teachers' Pension and Annuity Fund" or "Public Employees Retirement Fund." (b) Each employee shall receive a retirement benefit of \$15 per day accumulated unused sick leave beyond the minimum fifty (50) days. The maximum amount payable per employee shall be \$1900. (c) Retirement benefits payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary of the year in which he/she terminates.

ARTICLE X

OTHER LEAVES OF ABSENCE

All members shall be entitled to the following leaves of absence:

1. Personal Days--Three (3) days leave of absence for personal legal business, household or family matters which requires absence during school hours. Application to members' principal or immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Any unused personal leave days will be paid in the last pay period of the contract year at the rate of \$25.00/day.

2. Maternity/Paternity Leave--All employees seeking maternity/paternity leave shall notify the Superintendent as soon as pregnancy is determined. Within one month, the employee shall specify, in writing, the date on which he or she intends to commence leave, and the date on which he or she intends to return after the birth, with the maximum leave being eighteen (18) months. Nontenured employees with less than two (2) years service will be granted a maternity/paternity leave up to the end of their contract year. The Board may require any employee to produce a certification from a physician to support the requested leave dates. The Board may remove any pregnant employee from her duties if her physical condition or capacity is such that her health would be impaired were she to continue working. Such

by the Association or members of the Association, shall be allowed such absences without loss of pay. Any reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary/Business Administrator.

6. Other leaves of absence with pay may be granted by the Superintendent in writing with the Association's knowledge.

BENEFITS: All benefits to which an employee was entitled at the time his leave of absence commenced, including unused sick leave, will be in effect upon his return.

ARTICLE XI

INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each full-time, eligible employee and in cases where appropriate, for family-plan insurance coverage.

Provisions of the health-care insurance program shall be as follows: New Jersey Blue Cross/Blue Shield; Rider J; Major Medical; New Jersey Blue Cross Prescription.

The New Jersey Blue Cross Prescription Program for the duration of the contract shall be capped at the premium in effect on July 1, 1988.

Should an employee elect to do so, he may substitute Washington National Insurance in lieu of coverage for dependents. This Plan will offer the benefits provided under Plan 1, Class B coverage.

ARTICLE XII

EMPLOYEE RIGHTS AND PRIVILEGES

1. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School laws or other applicable laws and regulations.

3. Whenever any employee is mutually scheduled by the parties to participate during working hours in negotiating, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

4. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any or all employee rights and/or association rights and privileges, as defined in this Agreement, without just cause.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. The Board shall carry out the commitments contained in this Agreement and give them full force and effect as apart of Board Policy.

2. Compliance between individual contract and master Agreement: Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

3. Participation by any member of the negotiating unit in a strike, job action, work slowdown, or any concerted activity which does or has the potential for interfering with normal school district operation and administration, or a refusal to perform duties, shall be just cause for disciplinary action.

4. No lock-out of employees shall be instituted by the Board. The Association agrees that neither it nor its officers, employees, or members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other similar actions, which would involve suspension of, or interference with the normal operations of the school and work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Board.

5. Fully Negotiated Provisions

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all negotiated issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

6. Placement on Salary Schedule

Each employee shall be placed on his proper step on the salary schedule as of July 1. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed 85% of that amount.

C. Deduction and Payment of Fees

Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board shall deduct from the salaries of such employees the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner, than the thirtieth (30th) day following the employee's employment in the bargaining unit and on or after, but in no case sooner, than the tenth (10th) day following re-entry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being reemployed in such unit from reemployment lists.

No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A.34:13A-5,5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

PARAPROFESSIONAL SALARY GUIDES

CUSTODIANS

<u>Year</u>	<u>1988-89</u>	<u>1989-90</u>
1	15,000	16,000
2	17,000	17,000
3	19,000	29,000
4	21,000	21,000
5	22,000	22,000
6	23,200	25,173

Jim Stryker will be placed on Step 4 in the 1988-89 SY and Step 6 in the 1989-90 SY.

Eligible, full-time custodians shall receive a 4% Second Shift differential over their base earnings.

Cafeteria Workers, full-time

	<u>1988-89</u>	<u>1989-90</u>
1 (Start)	6.34/hr.	6.87/hr.
2 (6 months)	6.58/hr.	7.13/hr.
3 (1 year)	7.80/hr.	8.46/hr.

Longevity

Only full-time employment shall count toward eligibility for longevity increases. The following amounts shall be added to the top step of the respective salary guide at the beginning of each appropriate year:

	<u>15-19 Years</u>	<u>20-24 Years</u>	<u>25+ Years</u>
Twelve Month Employees	\$325	\$425	\$600
Ten Month Employees	225	325	500